

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ROBERT D. KAHRE,	§	No. 2:05-CR-121(1)-DAE
Petitioner,	§	
	§	
vs.	§	
	§	
UNITED STATES,	§	
Respondent.	§	

ORDER APPROVING AND CONFIRMING SALE OF REAL PROPERTY

Before the Court is an Emergency Motion for Order Approving and Confirming Sale of Real Property Located at 62436 Mink Lane, Summerville, Oregon (“the Motion”). (Dkt. # 2907.) The Court, having reviewed and considered the Motion filed by the Court-Appointed Receiver, Robb Evans & Associated LLC (the “Receiver”), **GRANTS** the Motion. The Court hereby **ORDERS** the following:

1. The Receiver is exclusively authorized to sell the real property located at 62436 Mink Lane, Summerville, Oregon, specifically including both of the parcels designated Assessor Parcel Nos. 01S3816-2200 and 01S3816-2100 (the “Property”).

2. The Court approves sale and overbid procedures described in the Motion, along with the related notices, and the manner of their service.

3. The approved buyer of the Property shall be the Proposed Buyer identified in the Motion and in the Purchase Agreement described below, unless there shall be a successful, qualifying over bidder identified by the Receiver pursuant to the procedures described in the Motion, in which case such successfully, qualifying over bidder shall be the approved buyer of the Property.

4. The Proposed Purchase Agreement, including: (i) that certain Farms, Ranches, Acreage & Natural Resource Property Real Estate Sale Agreement, dated December 28, 2016, signed by the proposed buyer Rainwater Family Properties, LLC; (ii) the Receiver's Counteroffer No. 1, dated January 5, 2016; (iii) the proposed buyer's acceptance of the Receiver's Counteroffer No. 1 dated January 6, 2016; (iv) the "As Is" addendum, which, *inter alia*, disclaims any and all representations or warranties by the Receiver, and acknowledges that the sale of the Property is subject to the prior approval of the Court; (v) an Escalation Addendum relating to the calculation of the purchase price; (vi) two addenda containing additional terms relating to the purchase agreement (the "Additional Terms Addenda"); and (vii) an addendum relating to Rainwater Family Properties, LLC's assignment of the contract to Boyd and Betty Rasmussen (the "Assignment Addendum," and collectively, with the As Is Addendum, the Escalation Addendum, and the Additional Terms Addenda, the "Addenda"), all of which are collectively attached to this order as Exhibit "1" (the

Purchase Agreement”), and the transactions contemplated thereby, is hereby approved, subject to any successful, qualifying over bidder identified by the Receiver pursuant to the procedures described in the Motion.

5. The sale of the Property by private sale to Rainwater Family Properties, LLC’s and/or its assignees, Boyd and Betty Rasmussen (the “Proposed Buyer”) under the Purchase Agreement described below, is hereby approved and confirmed, without further notice or hearing and without any subsequent motion for confirmation of the sale, subject to any successful, qualifying overbidder identified by the Receiver pursuant to the procedures described in the Motion.

6. The Receiver is authorized to execute all documents and instruments necessary or convenient to complete, implement, effectuate and close the sale of the Property to the purchaser, including but not limited to the deed conveying title to the Property.

7. The Receiver is authorized to permit and/or cause to be paid from the proceeds of sale all ordinary and customary closing costs, all costs and expenses required to be paid under the terms of the Purchase Agreement by the seller from the proceeds of sale, all commissions provided for in the Purchase Agreement and in the Receiver's Listing Agreement described in the Motion, and all real property tax liens and prorated real property taxes due up to the date of closing; and

8. The Receiver's service of the notice of the filing of the Motion and the Motion on all parties and service of the notice of the filing of the Motion on all known creditors of the estate, all known taxing authorities with a potential claim in the receivership estate, on the estate of Myra Wellman and her immediate family members, and on the Property's tenants, concurrent with the filing of the Motion with the Court, is deemed to be sufficient notice under Local Civil Rule 66-5.

IT IS SO ORDERED.

DATE: Las Vegas, Nevada, March 30, 2016.

A handwritten signature in black ink, appearing to read 'DAVID ALAN EZRA', is written over a horizontal line.

DAVID ALAN EZRA
UNITED STATES DISTRICT JUDGE